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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 02/14/2017 09:18 AM Pg: 1 of 7

After Recording Return To:
CoreLogic SolEx
1637 NW 136th Avenue Suite G-100
Sunrise, FL 33323

This Document Prepared By:
LAURA MOLESKI
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

Parcel ID Number: 13-32-221-032-0000

[Space Above This Line For Recording Data] _____
Original Recording Date: **April 21, 2005** Loan No: **1002072872**
Original Loan Amount: **\$189,605.00** Investor Loan No: **0873430797**
New Money: **\$58,606.02**

LOAN MODIFICATION AGREEMENT

(Providing For Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 4th day of January, 2017, between **LUIS ROMAN AND MARIA DE LA CRUZ ROMAN, AS TENANTS BY THE ENTIRETY HUSBAND AND WIFE** ("Borrower") and **NEWLANDS ASSETS HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, whose address is 5016 Parkway Plaza Blvd, Suite 200, Charlotte, NC 28217** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **November 01, 2004** and recorded in Book/Liber **N/A, Page N/A, Instrument No: 0511116001** and recorded on **April 21, 2005**, of the Official Records of **COOK County, IL** and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

2140 N MONITOR AVE, CHICAGO, IL 60639,
(Property Address)

the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. **Modification Terms.** As of **January 1, 2017**, ("the Modification Effective Date"), the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S.



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LOAN MODIFICATION AGREEMENT
8300b 08/14



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(page 1 of 5)

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\$257,178.82, consisting of all amounts and arrearages that are past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances, late charges, and other costs, collectively "Unpaid Amounts") less Principal in the amount of U.S. **\$25,213.27**, which has been forgiven (the "Principal Forgiveness"). The new amount payable under the Note and Security Instruments is U.S. **\$231,965.55** (the "New Principal Balance").

2. **\$59,541.41** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and the amount is **\$172,424.14**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **3.000%**, from **January 1, 2017**. Borrower promises to make monthly payments of principal and interest of U.S. **\$626.88**, beginning on the **1st day of February, 2017**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **3.000%** will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **November 1, 2045**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impositions, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security



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 LOAN MODIFICATION AGREEMENT
 8300b 08/14



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(page 2 of 5)

UNOFFICIAL COPY

Instrument and that contains any such terms and provisions as those referred to in (a) above.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower authorizes Lender, and Lender's successors and assigns, to share Borrower information including, but not limited to (i) name, address, and telephone number, (ii) Social Security Number, (iii) credit score, (iv) income, (v) payment history, (vi) account balances and activity, including information about any modification or foreclosure relief programs, with Third Parties that can assist Lender and Borrower in obtaining a foreclosure prevention alternative, or otherwise provide support services related to Borrower's loan. For purposes of this section, Third Parties include a counseling agency, state or local Housing Finance Agency or similar entity, any insurer, guarantor, or servicer that insures, guarantees, or services Borrower's loan or any other mortgage loan secured by the Property on which Borrower is obligated, or to any companies that perform support services to them in connection with Borrower's loan.

Borrower consents to being contacted by Lender or Third Parties concerning mortgage assistance relating to Borrower's loan including the trial period plan to modify Borrower's loan, at any telephone number, including mobile telephone number, or email address Borrower has provided to Lender or Third Parties.

By checking this box, Borrower also consents to being contacted by text messaging [].



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 LOAN MODIFICATION AGREEMENT
 8300b 08/14



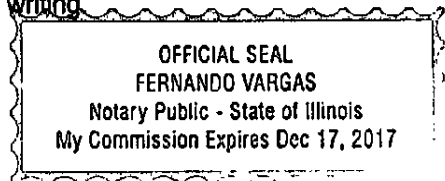
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 (page 3 of 5)

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- 8. This Agreement modifies an obligation secured by an existing security instrument recorded in COOK County, IL, upon which all recordation taxes have been paid. As of the date of this agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$173,359.53. The principal balance secured by the existing security instrument as a result of this Agreement is \$231,965.55, which amount represents the excess of the unpaid principal balance of this original obligation.
- 9. **Additional Agreements.** I agree to the following:

That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing.

In Witness Whereof, the Lender and I have executed this Agreement.



Luis Roman 1-13-17 (Seal)
LUIS ROMAN -Borrower

Maria D. Roman 1-13-17 (Seal)
MARIA DE LA CRUZ ROMAN -Borrower

_____ [Space Below This Line For Acknowledgments] _____

State of Illinois

County of Cook

The foregoing instrument was acknowledged before me, a Notary Public on January 13, 2017 by **LUIS ROMAN** and **MARIA DE LA CRUZ ROMAN**.

STATE OF ILLINOIS
COUNTY OF COOK
Fernando Vargas
 (Signature of person taking acknowledgment)

My Commission Expires on Dec 17 2017



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 LOAN MODIFICATION AGREEMENT
 8300b 08/14



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 (page 4 of 5)

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NEWLANDS ASSETS HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: _____ (Seal) - Lender

Name: STEPHANIE ROSSOW

Title: Portfolio Manager

2-3-17
Date of Lender's Signature

[Space Below This Line For Acknowledgments] _____

State of NORTH CAROLINA
County of MECKLENBURG

I, Diane F. Camp, a Notary Public in and for said state, (name/title of official) do hereby certify that

Stephanie Rossow, the Portfolio Manager of NEWLANDS ASSETS HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument.

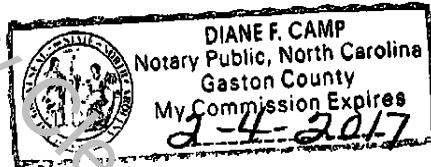
Witness my hand and (where an official seal is required by law) official seal this the 3rd day of February, 2017.

Diane F. Camp
(signature of officer)

Diane F. Camp
Type or Print Name of Notary

Notary Public, State of North Carolina

My Commission Expires: 2-4-17



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LOAN MODIFICATION AGREEMENT
8300b 08/14



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Exhibit "A"

Loan Number: 1002072872

Property Address: 2140 N MONITOR AVE, CHICAGO, IL 60639

Legal Description:

LOT 80 IN RESUBDIVISION OF LOTS 17 TO 22 BOTH INCLUSIVE AND LOTS 35 TO 40 BOTH INCLUSIVE IN BLOCK 2, LOTS 11 TO 14 BOTH INCLUSIVE AND LOTS 17 TO 28 BOTH INCLUSIVE IN BLOCK 3 AND LOTS 11 TO 17 BOTH INCLUSIVE AND THE NORTH 1/2 OF LOT 18 AND LOTS 20 TO 65 BOTH INCLUSIVE IN BLOCK 4 IN GRAND VIEW BEING JOHN T. KELLY AND OTHERS SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALL LYING SOUTH OF THE CENTER LINE OF GRAND AVENUE AND NORTH OF THE SOUTH LINE OF DICKENS AVENUE IN COOK COUNTY, ILLINOIS.



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Loan No.: 1002072872

BALLOON ADDENDUM

THIS ADDENDUM is made this 4th day of January, 2017, and is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date, given by the undersigned (the "Borrower") which modifies Borrower's Note and Security Instrument to **NEWLANDS ASSETS HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT** (the "Lender") and covers the Property located at:

2140 N MONITOR AVE, CHICAGO, IL 60639
[Property Address]

In addition to the agreements made in the Loan Modification Agreement, Borrower and Lender further agree as follows:

"THIS LOAN MUST EITHER BE PAID IN FULL AT MATURITY OR CONVERTED TO A MARKET LEVEL FIXED RATE OVER THE EXTENDED REMAINING TERM. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE IF YOU DO NOT QUALIFY. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER."

By signing below, Borrower accepts and agrees to the terms and covenants contained herein.

Luis Roman 1-13-17 (Seal)
LUIS ROMAN -Borrower

Maria D. Roman 1-13-17 (Seal)
MARIA DE LA CRUZ ROMAN -Borrower

NEWLANDS ASSETS HOLDING TRUST, BY: ROUNDPOINT MORTGAGE SERVICING CORPORATION AS ITS ATTORNEY-IN-FACT

By: _____ (Seal) - Lender

Name: STEPHANIE ROSSOW

Title: Portfolio Manager

2-3-17
Date of Lender's Signature

